

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL LEAGUE
PLAYERS' CONCUSSION INJURY
LITIGATION

No. 12-md-2323 (AB)

MDL No. 2323

This Document Relates To:

**Dameane Douglas et al. v. National
Football League**

**Hon. Anita B. Brody
Hon. David Strawbridge**

Case No. 2:13-cv-04535-AB

NOTICE OF ATTORNEY'S LIEN

Pursuant to Rules of Procedure, and the executed Retainer Agreement dated July 29, 2013, Petitioners Anthony Tarricone of KREINDLER & KREINDLER LLP AND Sol H. Weiss of ANAPOL WEISS LLP attorneys for Plaintiff in the above-entitled action, Dameane Douglas, hereby notify this Court and all parties that they have an attorneys' fee lien in this case for reasonable and agreed upon attorney's fees, plus expenses, as set forth in the accompanying Petition to Establish Attorney's Fee Lien.

Dated: September 22, 2017

Respectfully Submitted,
KREINDLER & KREINDLER LLP

/s/ Anthony Tarricone
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Boston, MA 02116
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-and-

ANAPOL WEISS LLP
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KYROS LAW OFFICE
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(800) 934-2921
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CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing Notice of Attorney's Lien was served electronically via the Court's electronic filing system on the 22nd day of September 2017, upon all counsel of record.

Dated: September 22, 2017

/s/ Anthony Tarricone
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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION	No. 12-md-2323 (AB) MDL No. 2323
This Document Relates To: Dameane Douglas et al. v. National Football League Case No. 2:13-cv-04535-AB	Hon. Anita B. Brody Hon. David Strawbridge

PETITION TO ESTABLISH ATTORNEY'S LIEN

AND NOW come Petitioners Anthony Tarricone of KREINDLER & KREINDLER LLP and Sol H. Weiss of ANAPOL WEISS LLP, pursuant to an executed Retainer Agreement to Petition to Establish Attorney's Lien and state as follows:

1. Petitioner Anthony Tarricone is an attorney admitted to practice before the courts of Massachusetts, and various other courts.
2. Petitioner Sol H. Weiss is attorney admitted to practice in the United States District Court for the Eastern District of Pennsylvania, the Pennsylvania Supreme Court, and various other courts.
3. Collectively Petitioners file this Petition to establish a lien for attorney's fees as set forth hereinafter.
4. On or about July 29, 2013, Petitioners Kreindler & Kreindler LLP were retained by Plaintiff Dameane Douglas, pursuant to a Retainer Agreement for legal services to pursue a claim for injuries and damages allegedly caused by the National Football League's conduct associated with football related concussions, head and brain injuries.

5. The Retainer Agreement provided for a contingency fee of thirty-three and one third percent (33 1/3 %) of the Client-Plaintiff's recovery. (NFL Retainer Agreement, attached hereto as Exhibit A). The Agreement also provided that Petitioners would advance all costs and disbursements necessary to prosecute Plaintiff's claim and that such expenses would be reimbursed from the proceeds of any amount recovered. (*Id.*).

6. After being retained by Plaintiff, Mr. Tarricone associated with Mr. Weiss and his firm to act as local counsel in aiding them to file suit in the Eastern District of Pennsylvania.

7. When Petitioners entered into this Agreement/contract with Plaintiff, Petitioners entered into the risk and expense of the litigation before any settlement discussion had been held.

8. Pursuant to the Retainer Agreement, on August 6, 2013, the Petitioners filed a suit on Plaintiff's behalf as part of the case captioned *Dameane Douglas et al. v. National Football League*, Case No. 12-cv-03693-AB, in the Eastern District of Pennsylvania. On August 9, 2013, Petitioners filed a short form complaint (Doc. No. 2) on behalf of Plaintiff.

9. From the date Petitioners were authorized to proceed on behalf of the Plaintiff, the Petitioners have actively and diligently investigated, prepared, and pursued Plaintiff's claims, and has taken all steps necessary to prosecute those claims, including, but not limited to, correspondence and communications with the client, preparation and review of client's factual, medical and legal circumstances, drafting documents and providing client updates.

10. Throughout this litigation, two of Petitioners have served and continue to serve on the Plaintiffs' Steering Committee, which has inured to the Plaintiffs' benefit.

11. The Petitioners voluntarily reduced the contingent fee percentage from thirty-three and one third percent (33 1/3 %) to twenty-three percent (23%) of the net recovery because of the

Petitioners' expectation to receive a common benefit fee, as well as the fact that the case had resulted in an administrated settlement.

12. On March 10, 2017, the Petitioners received notice from Plaintiff that he was discharging Petitioners as his attorneys in this matter and that the Petitioners should take no further action on his behalf. It is expected that a new attorney will be pursuing representation of the Plaintiff in this action.

13. Petitioners were not terminated due to any malfeasance or other improper action.

14. The Petitioners claim the right to have a lien for attorneys' fees and expenses established and enforced upon the sums to be obtained by Plaintiff in this action.

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WHEREFORE, the Petitioners pray:

1. That an attorney's lien be established;
2. That the amount of the lien be determined;
3. That the Court order that Petitioner be entitled to enforce an attorney's lien against the proceeds to be derived from any settlement or judgment in this action;
4. That the Claims administrator retain 23% of an award for payment of attorneys' fees which includes the 5% hold back to co-lead class counsel for future work on settlement implementation.

Dated: September 22, 2017

Respectfully Submitted,
KREINDLER & KREINDLER LLP

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CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing Petition to Establish Attorney's Lien was served electronically via the Court's electronic filing system on the 22nd day of September 2017, upon all counsel of record.

Dated: September 22, 2017

/s/ Anthony Tarricone
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EXHIBIT “A”

**KREINDLER & KREINDLER LLP and WELTIN & STREB LLP
NFL CLAIM RETAINER AGREEMENT**

NAME Dameane Douglas

DATE OF BIRTH [REDACTED] **SSN** [REDACTED]

ADDRESS 1862 Mulberry Dr.

PHONE: Home: 559-816-2231 Work/Cell: same E-Mail: Damcano@Hotmail.com

The above named claimant, hereby retains KREINDLER & KREINDLER LLP and WELTIN & STREB LLP to represent him to pursue a potential claim for injuries and damages against the National Football League ("NFL") and any other responsible parties concerning former and/or retired NFL players' long-term brain injuries and other head injuries and damages associated with football-related concussions, or other head and brain traumas. Claimant hereby gives KREINDLER & KREINDLER LLP and WELTIN & STREB LLP the exclusive right to take all legal steps to enforce said claim and hereby further agrees not to settle this action in any manner without KREINDLER & KREINDLER LLP and WELTIN & STREB LLP's written consent.

In consideration of the services rendered and to be rendered, the Claimant hereby agrees to pay to KREINDLER & KREINDLER LLP and WELTIN & STREB LLP and KREINDLER & KREINDLER LLP and WELTIN & STREB LLP are authorized to retain out of any monies that may come into their hand by reasons of the above claim, thirty-three and one-third (33 1/3 %) percent of the sum recovered, whether recovered by suit, settlement or otherwise.

KREINDLER & KREINDLER LLP will advance all costs and disbursements necessary to prosecute the claim, including investigative, expert and other services properly chargeable to the enforcement and prosecution of the claim. At the conclusion of the case, all expenses and disbursements advanced by KREINDLER & KREINDLER LLP shall be reimbursed.

It is understood that KREINDLER & KREINDLER LLP and WELTIN & STREB LLP has made no promises or guarantees regarding the outcome of the case to the Claimant. If after further investigation of the merits of the claim KREINDLER & KREINDLER LLP and WELTIN & STREB LLP determines that the claim cannot be successful, KREINDLER & KREINDLER LLP and WELTIN & STREB LLP may cancel this contract by mailing notice to the Client. In such event there will be no charge for services rendered or expenses incurred by KREINDLER & KREINDLER LLP and WELTIN & STREB LLP.

Upon conclusion of the case, KREINDLER & KREINDLER LLP and WELTIN & STREB LLP will retain a copy of the case file for a period of 90 days, during which the client can request an electronic copy of the file. At the conclusion of 90 days, KREINDLER & KREINDLER LLP and WELTIN & STREB LLP will return any original documents provided by the client, as well as any documents which it believes should necessarily be retained by the client. Thereafter, KREINDLER & KREINDLER LLP and WELTIN & STREB LLP reserves the right to destroy or retain any materials in the file at its discretion.

It is agreed that any disputes arising under this agreement or the services rendered hereunder shall be venued in New York and governed by New York law.

CLIENT or CLIENT'S REPRESENTATIVE

AGREEMENT ACCEPTED BY

Date: 7/29/31

Date: 7/29/13